

STUBBS ALDERTON & MARKILES, LLP
15260 VENTURA BLVD.
20TH FLOOR
SHERMAN OAKS, CALIFORNIA 91403

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

HYUPSUNG T.R.D. CO., LTD., a South
Korean Corporation, d/b/a HYUPSUNG
T.R.D.

Plaintiff,

vs.

THARANCO DRESS GROUP LLC,
a Delaware Limited Liability Company,
d/b/a RONNI NICOLE; PENNEY
OPCO LLC, a Virginia Limited Liability
Company, d/b/a JC PENNEY; BJ'S
WHOLESALE CLUB, INC.,
a Delaware Corporation; BOSCOV'S
DEPARTMENT STORE, LLC.,
a Delaware Limited Liability Company;
MEREDITH CORPORATION,
an Iowa Corporation, d/b/a
REALSIMPLE.COM; WALMART
INC., a Delaware Corporation, d/b/a
WALMART; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 2:23-cv-00997-GW-RAO

STIPULATED PROTECTIVE ORDER

1 The parties, through their undersigned counsel of record, and subject to the
 2 Court's approval, hereby stipulate to the entry of a Protective Order in this action as
 3 follows:

4 **I. PURPOSES AND LIMITATIONS**

5 A. Discovery in this action is likely to involve production of confidential,
 6 proprietary, or private information for which special protection from public disclosure
 7 and from use for any purpose other than prosecuting this litigation may be warranted.
 8 Accordingly, the parties hereby stipulate to and petition the Court to enter the
 9 following Stipulated Protective Order. The parties acknowledge that this Order does
 10 not confer blanket protections on all disclosures or responses to discovery and that the
 11 protection it affords from public disclosure and use extends only to the limited
 12 information or items that are entitled to confidential treatment under the applicable
 13 legal principles. The parties further acknowledge, as set forth in Section XIII(C),
 14 below, that this Stipulated Protective Order does not entitle them to file confidential
 15 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
 16 followed and the standards that will be applied when a party seeks permission from
 17 the Court to file material under seal.

18 **II. GOOD CAUSE STATEMENT**

19 A. This action is likely to involve trade secrets, customer and pricing lists and other
 20 valuable research, development, commercial, financial, technical and/or proprietary
 21 information for which special protection from public disclosure and from use for any
 22 purpose other than prosecution of this action is warranted. Such confidential and
 23 proprietary materials and information consist of, among other things, confidential
 24 business or financial information, information regarding confidential business
 25 practices, or other confidential research, development, or commercial information
 26 (including information implicating privacy rights of third parties), information
 27 otherwise generally unavailable to the public, or which may be privileged or otherwise
 28 protected from disclosure under state or federal statutes, court rules, case decisions,

1 or common law. Accordingly, to expedite the flow of information, to facilitate the
 2 prompt resolution of disputes over confidentiality of discovery materials, to
 3 adequately protect information the parties are entitled to keep confidential, to ensure
 4 that the parties are permitted reasonable necessary uses of such material in
 5 preparation for and in the conduct of trial, to address their handling at the end of the
 6 litigation, and serve the ends of justice, a protective order for such information is
 7 justified in this matter. It is the intent of the parties that information will not be
 8 designated as confidential for tactical reasons and that nothing be so designated
 9 without a good faith belief that it has been maintained in a confidential, non-public
 10 manner, and there is good cause why it should not be part of the public record of this
 11 case.

12 **III. DEFINITIONS**

13 A. Action: This pending federal law suit, captioned *Hyupsung T.R.D. Co., LTD v.*
 14 *Tharanco Dress Group, LLC et al.*, Case No. 2:23-cv-00997-GW-RAO (C.D. Cal.).

15 B. Challenging Party: A Party or Non-Party that challenges the designation of
 16 information or items under this Order.

17 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is
 18 generated, stored or maintained) or tangible things that qualify for protection under
 19 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
 20 Statement.

21 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
 22 support staff).

23 E. Designating Party: A Party or Non-Party that designates information or items
 24 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
 25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26 F. Disclosure or Discovery Material: All items or information, regardless of the
 27 medium or manner in which it is generated, stored, or maintained (including, among
 28 other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2 G. Expert: A person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as
4 an expert witness or as a consultant in this Action.

5 H. House Counsel: Attorneys who are employees of a party to this Action. House
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7 I. Non-Party: Any natural person, partnership, corporation, association, or other
8 legal entity not named as a Party to this action.

9 J. Outside Counsel of Record: Attorneys who are not employees of a party to this
10 Action but are retained to represent or advise a party to this Action and have appeared
11 in this Action on behalf of that party or are affiliated with a law firm which has
12 appeared on behalf of that party, and includes support staff.

13 K. Party: Any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery
17 Material in this Action.

18 M. Professional Vendors: Persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 N. Protected Material: Any Disclosure or Discovery Material that is designated as
23 "CONFIDENTIAL."

24 O. Receiving Party: A Party that receives Disclosure or Discovery Material from a
25 Producing Party.

26 P. "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
27 Items: Information (regardless of how it is generated, stored or maintained) or
28 tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c),

1 and as specified above in the Good Cause Statement, that constitute proprietary
 2 business information, or are of a technical nature, that might be of value to a
 3 competitor or potential customer of the party or non-party holding the proprietary
 4 rights thereto, and that must be protected from disclosure.

5 **IV. SCOPE**

6 A. The protections conferred by this Stipulation and Order cover not only
 7 Protected Material (as defined above), but also (1) any information copied or extracted
 8 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
 9 Protected Material; and (3) any testimony, conversations, or presentations by Parties
 10 or their Counsel that might reveal Protected Material.

11 B. Any use of Protected Material at trial shall be governed by the orders of the trial
 12 judge. This Order does not govern the use of Protected Material at trial.

13 **V. DURATION**

14 A. Even after final disposition of this litigation, the confidentiality obligations
 15 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
 16 in writing or a court order otherwise directs. Final disposition shall be deemed to be
 17 the later of (1) dismissal of all claims and defenses in this Action, with or without
 18 prejudice; and (2) final judgment herein after the completion and exhaustion of all
 19 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
 20 for filing any motions or applications for extension of time pursuant to applicable law.

21 **VI. DESIGNATING PROTECTED MATERIAL**

22 A. Exercise of Restraint and Care in Designating Material for Protection

23 1. Each Party or Non-Party that designates information or items for
 24 protection under this Order must take care to limit any such designation to
 25 specific material that qualifies under the appropriate standards. The
 26 Designating Party must designate for protection only those parts of material,
 27 documents, items, or oral or written communications that qualify so that other
 28 portions of the material, documents, items, or communications for which

1 protection is not warranted are not swept unjustifiably within the ambit of this
2 Order.

3 2. Mass, indiscriminate, or routinized designations are prohibited.
4 Designations that are shown to be clearly unjustified or that have been made
5 for an improper purpose (e.g., to unnecessarily encumber the case development
6 process or to impose unnecessary expenses and burdens on other parties) may
7 expose the Designating Party to sanctions.

8 3. If it comes to a Designating Party's attention that information or items
9 that it designated for protection do not qualify for protection, that Designating
10 Party must promptly notify all other Parties that it is withdrawing the
11 inapplicable designation.

12 B. Manner and Timing of Designations

13 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
14 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
15 that qualifies for protection under this Order must be clearly so designated
16 before the material is disclosed or produced.

17 2. Designation in conformity with this Order requires the following:

18 a. For information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or
20 trial proceedings), that the Producing Party affix at a minimum, the
21 legend "CONFIDENTIAL" or HIGHLY CONFIDENTIAL –
22 ATTORNEYS' EYES ONLY (hereinafter "CONFIDENTIAL legend"), to
23 each page that contains protected material. If only a portion or portions
24 of the material on a page qualifies for protection, the Producing Party
25 also must clearly identify the protected portion(s) (e.g., by making
26 appropriate markings in the margins).

27 b. A Party or Non-Party that makes original documents available for
28 inspection need not designate them for protection until after the

inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL” HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts

1 to assure that the material is treated in accordance with the provisions of this
2 Order.

3 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 **A. Timing of Challenges**

5 1. Any party or Non-Party may challenge a designation of confidentiality at
6 any time that is consistent with the Court's Scheduling Order.

7 **B. Meet and Confer**

8 1. The Challenging Party shall initiate the dispute resolution process under
9 Local Rule 37.1 et seq.

10 C. The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived
14 or withdrawn the confidentiality designation, all parties shall continue to afford the
15 material in question the level of protection to which it is entitled under the Producing
16 Party's designation until the Court rules on the challenge.

17 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 **A. Basic Principles**

19 1. A Receiving Party may use Protected Material that is disclosed or
20 produced by another Party or by a Non-Party in connection with this Action
21 only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under
23 the conditions described in this Order. When the Action has been terminated,
24 a Receiving Party must comply with the provisions of Section XIV below.

25 2. Protected Material must be stored and maintained by a Receiving Party
26 at a location and in a secure manner that ensures that access is limited to the
27 persons authorized under this Order.

28 ///

1 B. Disclosure of “CONFIDENTIAL” Information or Items

2 1. Unless otherwise ordered by the Court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any information or item
4 designated “CONFIDENTIAL” only to:

5 a. The Receiving Party’s Outside Counsel of Record in this Action,
6 as well as employees of said Outside Counsel of Record to whom it is
7 reasonably necessary to disclose the information for this Action;

8 b. The officers, directors, and employees (including House Counsel)
9 of the Receiving Party to whom disclosure is reasonably necessary for
10 this Action;

11 c. Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this Action and who have signed
13 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 d. The Court and its personnel;

15 e. Court reporters and their staff;

16 f. Professional jury or trial consultants, mock jurors, and
17 Professional Vendors to whom disclosure is reasonably necessary for
18 this Action and who have signed the “Acknowledgment and Agreement
19 to be Bound” attached as Exhibit A hereto;

20 g. The author or recipient of a document containing the information
21 or a custodian or other person who otherwise possessed or knew the
22 information;

23 h. During their depositions, witnesses, and attorneys for witnesses,
24 in the Action to whom disclosure is reasonably necessary provided: (i)
25 the deposing party requests that the witness sign the “Acknowledgment
26 and Agreement to Be Bound;” and (ii) they will not be permitted to keep
27 any confidential information unless they sign the “Acknowledgment and
28 Agreement to Be Bound,” unless otherwise agreed by the Designating

Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to all of the same individuals to whom “CONFIDENTIAL” materials may be disclosed, except for the officers, directors, and employees (including House Counsel) of the Receiving Party.

IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
3. Cooperate with respect to all reasonable procedures sought to be

pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the
 2 parties may incorporate their agreement in the Stipulated Protective Order submitted
 3 to the Court.

4 **XIII. MISCELLANEOUS**

5 **A. Right to Further Relief**

6 1. Nothing in this Order abridges the right of any person to seek its
 7 modification by the Court in the future.

8 **B. Right to Assert Other Objections**

9 1. By stipulating to the entry of this Protective Order, no Party waives any
 10 right it otherwise would have to object to disclosing or producing any
 11 information or item on any ground not addressed in this Stipulated Protective
 12 Order. Similarly, no Party waives any right to object on any ground to use in
 13 evidence of any of the material covered by this Protective Order.

14 **C. Filing Protected Material**

15 1. A Party that seeks to file under seal any Protected Material must comply
 16 with Civil Local Rule 79-5. Protected Material may only be filed under seal
 17 pursuant to a court order authorizing the sealing of the specific Protected
 18 Material at issue. If a Party's request to file Protected Material under seal is
 19 denied by the Court, then the Receiving Party may file the information in the
 20 public record unless otherwise instructed by the Court.

21 **XIV. FINAL DISPOSITION**

22 **A.** After the final disposition of this Action, as defined in Section V, within sixty
 23 (60) days of a written request by the Designating Party, each Receiving Party
 24 must return all Protected Material to the Producing Party or destroy such
 25 material. As used in this subdivision, "all Protected Material" includes all
 26 copies, abstracts, compilations, summaries, and any other format reproducing
 27 or capturing any of the Protected Material. Whether the Protected Material is
 28 returned or destroyed, the Receiving Party must submit a written certification

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20TH FLOOR
SHERMAN OAKS, CALIFORNIA 91403

1 to the Producing Party (and, if not the same person or entity, to the Designating
2 Party) by the 60 day deadline that (1) identifies (by category, where
3 appropriate) all the Protected Material that was returned or destroyed and (2)
4 affirms that the Receiving Party has not retained any copies, abstracts,
5 compilations, summaries or any other format reproducing or capturing any of
6 the Protected Material. Notwithstanding this provision, Counsel are entitled to
7 retain an archival copy of all pleadings, motion papers, trial, deposition, and
8 hearing transcripts, legal memoranda, correspondence, deposition and trial
9 exhibits, expert reports, attorney work product, and consultant and expert work
10 product, even if such materials contain Protected Material. Any such archival
11 copies that contain or constitute Protected Material remain subject to this
12 Protective Order as set forth in Section V.
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1 B. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4 Dated: April 27, 2023

STUBBS ALDERTON & MARKILES, LLP

5
6 By: /s/ Mark D. Brutzkus
Mark D. Brutzkus

8 **SILLS CUMMIS & GROSS P.C.**

9
10 By: /s/ Kenneth R. Schacter
Kenneth R. Schachter
Jonathan L. Goldsmith

11
12 Attorneys for Defendants
13 THARANCO DRESS GROUP, LLC d/b/a
14 RONNI NICOLE; PENNEY OPCO LLC
15 d/b/a JC PENNEY; BJ'S WHOLESALE
16 CLUB, INC; and BOSCOV'S
DEPARTMENT STORE

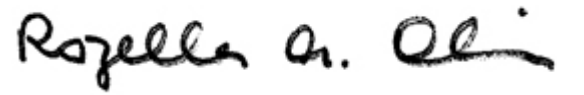
17
18 Dated: April 27, 2023

ALBERT CHANG LAW

19
20 By: /s/ Hyunsuk A. Chang
Hyunsuk A. Chang
21 Attorneys for Plaintiff
22 HYUPSUNG T.R.D. CO., LTD. d/b/a
23 HYUPSUNG T.R.D.

24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25
26
27 Dated: April 27, 2023


28 HONORABLE ROZELLA A. OLIVER
United States Magistrate Judge

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15260 VENTURA BLVD.
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STUBBS ALDERTON & MARKILES, LLP
 15260 VENTURA BLVD.
 20TH FLOOR
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Attestation:

Pursuant to Local Rule 5-4.3.4(a)(2), the undersigned attests that all signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized this filing.

Dated: April 27, 2023

STUBBS ALDERTON & MARKILES, LLP

By: /s/ Mark D. Brutzkus

Mark D. Brutzkus

Attorneys for Defendants

THARANCO DRESS GROUP, LLC d/b/a
 RONNI NICOLE; PENNEY OPCO LLC d/b/a
 JC PENNEY; BJ'S WHOLESALE CLUB,
 INC; and BOSCOV'S DEPARTMENT STORE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I have read in
 its entirety and understand the Stipulated Protective Order that was issue by the United
 States District Court for the Central District of California on [DATE] in the case of _____
 _____ [insert formal name of the case and the number and initials
 assigned to it by the Court]. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so comply
 could expose me to sanctions and punishment in the nature of contempt. I solemnly promise
 that I will not disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the provisions of
 this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this action.
 I hereby appoint _____ [print or type full name] of _____
 _____ [print or type full address and telephone number] as my California
 agent for service of process in connection with this action or any proceedings related to
 enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____